

# REQUEST FOR PROPOSALS

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**DATE ADVERTISED:** **October 13, 2014**

**RFP Title:** **Promoting First Relationships-Agency Training Project 2015**

**Due Date:** **October 27, 2014 – no later than 2:00 PM**

**Contact:** Jeffrey Brown, [jeffrey.brown@kingcounty.gov](mailto:jeffrey.brown@kingcounty.gov) , (206) 263-1003

This Request for Proposals will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

If you received or downloaded this document in .pdf format, a MS Word copy may be obtained by contacting the person listed above. This MS Word document will be transmitted by e-mail.

## SECTION I – SOLICITATION OF PROPOSALS

Sealed proposals are hereby solicited and will be received as specified in Part 8 below no later than 2:00 PM on October 27, 2014, regarding the *Promoting First Relationships-Agency Training Project 2015*. These services shall be provided to King County in accordance with the following instructions, requirements, and specifications.

**Submittal:** King County requires the Submitter to sign and return *page 11 of this Request for Proposals (RFP) document*. The Submitter shall provide the signed page and their proposal via email to the contact email address listed on page 1 of this document.

**Questions:** Submitters will be required to submit any questions in writing prior to the close of business Friday, October 17, 2014, in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the contact address above.

## SECTION II - GENERAL INFORMATION

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so at the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Contractor. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County will not make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a submittal. Those materials will be available for review at a King County office to be determined.
- C. No other distribution of submittals will be made by the Submitters prior to any public disclosure regarding the RFP, the submittal or any subsequent awards without written approval by King County. For this RFP all submittals received by King County shall remain valid for ninety (90) days from the date of submittal. All submittals received in response to this RFP will be retained.
- D. Submittals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Submitter's abilities to meet the requirements of this RFP. Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.
- E. King County reserves the right to reject any or all submittals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and emailed. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Submitter prior to issuing the contract.
- H. A contract may be negotiated with the Submitter(s) whose submittal would be most advantageous to King County in the opinion of the Seattle - King County Department of Public Health, all factors considered. King County reserves the right to reject any or all proposals submitted.
- I. It is proposed that if a selection is made as a result of this RFP, a community services agreement will be negotiated with each successful Submitter. This RFP is primarily designed to identify the most qualified agencies. Price and schedule will be negotiated with each successful Submitter until the project is canceled or acceptable contracts are executed.
- J. The contents of the submittal of the selected Submitter shall become contractual obligations if a contract ensues. Failure of the Submitter to accept these obligations may result in cancellation of their selection.

- K. A contract between the Agency and King County shall include all documents mutually entered into specifically including the contract instrument, the original RFP as issued by King County, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP. Please refer to Part 11 below for more information about the subsequent contract.
- L. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the Seattle-King County Department of Public Health.
- M. King County Code 2.93.040 prohibits the acceptance of any bid/proposal/submittal after the time and date specified on the cover page of this document. There shall be no exceptions to this requirement.
- N. Washington State Public Records Act (RCW 42.56) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- O. Proposals and other material submitted under this RFP shall be considered public documents and with limited exceptions submittals that are recommended for contract award will be available for inspection and copying by the public. If not received at the time of submittal, King County may request an electronic copy of your response at a later time for this purpose. This copy may be requested in MS Word format, and delivered either by e-mail or directly delivered on CD.

If a Submitter considers any portion of his/her submittal to be protected under the law, the Submitter shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Submitter shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Submitter of the request and allow the Submitter ten (10) days to take whatever action it deems necessary to protect its interests. If the Submitter fails or neglects to take such action within said period, the County will release the portion of the Submittal deemed subject to disclosure. By submitting qualifications, the Submitter assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location

- P. If unable to submit a proposal via email, Submitters are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- Q. During the solicitation process, King County strongly discourages the transmittal of Company information, brochures, and other promotional materials, other than address, contact and e-mail information, prior to the due date of submittals. Any pre-packaged material received by a potential submitter prior to the receipt of submittals shall not be reviewed by the County.
- R. King County agencies' staffs are prohibited from speaking with potential Submitters about the project during the solicitation.

Please direct all questions to:

Jeffrey Brown, Contract Specialist  
(206) 263-1003

[jeffrey.brown@kingcounty.gov](mailto:jeffrey.brown@kingcounty.gov)

S. Term Service Requirement

If a contract is awarded based on this RFP, it may contain the following provision:

Contract Extension

The initial contract period will be for one (1) year from the start date of the contract. The term of the contract may be extended in one (1) year increments for two (2) additional one-year periods for a total contract duration of three (3) years, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period.

## **SECTION III - PROJECT SPECIFICATIONS AND SCOPE OF WORK**

### **PART 1 – INTRODUCTION**

Public Health–Seattle & King County (PHSKC) is requesting proposals from community-based agencies to participate in Promoting First Relationships Agency Training, either TRAIN-THE-LEARNER training model OR Promoting First Relationships TRAIN-THE-TRAINER training model. PHSKC may select multiple agencies from all qualified applicants. The maximum amount of reimbursement available for all subsequent contracts shall not exceed \$76,500 for the period of January 12, 2015, through December 31, 2015.

The selected Agency/Agencies will perform the scope of work as described in Part 2.

### **PART 2 - DESCRIPTION**

Veterans and Human Services Levy - Strengthening Families at Risk 4.3 programs seek to reduce families' risk of involvement in the child welfare and justice systems by increasing strong maternal-child attachments, connections to community and/or extended families, and other indigenous supports.

#### **A. GOAL**

The goal of the project is for Agency staff to receive intensive training in the research based curriculum, Promoting First Relationships (PFR), in order to become a PFR AGENCY LEARNER or PFR AGENCY TRAINER depending on past training experience.

#### **B. TARGET POPULATION**

The population focus for the project are community-based Agency staff that work with King County families with young children, primarily birth to three, who live in environments where stressors are particularly high.

#### **C. OUTCOMES**

1. Agency staff receiving the PFR TRAIN-THE-LEARNER training model will acquire skills to provide service to children and caregivers that result in:
  - a. Increased school readiness
  - b. Increased children's healthy social-emotional development
  - c. Increased responsive, nurturing caregiver relationships
2. Agency staff receiving the PFR TRAIN-THE-TRAINER training model will be able to provide the above plus, as PFR Agency Trainers, they can train others in their Agency as PFR Learners.

PFR staff will track and measure Learners' and Trainers' progress to ensure they meet benchmarks.

#### **D. OUTPUTS AND ACTIVITIES**

From January 12, 2015, through December 31, 2015, the Agency shall accomplish the following outputs for ONE of the two training level options outlined below:

1. PFR TRAIN-THE-LEARNER level training: this is the level of training that a person is eligible for if s/he has not previously been trained as a PFR learner.
  - a. Paired learners from Agency staff shall train to become PFR Learners.
  - b. Learners and one Supervisor are required to attend a 2-day PFR orientation scheduled January 12 and 13, 2015, in Seattle.
  - c. Phase I Training: Learners will view 11 professionally filmed PFR sessions with caregivers (parents and child care providers) and young children (infant, toddler, special needs). The videos were developed and narrated by Dr. Jean Kelly, PFR founder, and will be available to

Learners during the training period. After viewing each tape, Master Trainers and Learners working in pairs will meet for 6 on-line sessions either weekly or every other week depending on scheduling needs of the learner and PFR Master Trainer in a virtual classroom to reflect on the filmed sessions and the PFR infant mental health essentials.

- d. Phase II Training: During the next 3 months, Learners will implement PFR for 10 weeks visiting a caregiver/child dyad from his/her own site/caseload in the caregiver/child's home of designated location. The PFR Master Trainer will provide weekly in person mentoring for the first two home visits. The remaining sessions will be a combination of on-line or in person with a total of five in person home visits. The Learner will videotape him or herself for part or all of at least two of the home visits where the Master Trainer is not present. All sessions will include reflection on videos of the dyadic interactions and discussion about how to implement the PFR concepts and consultation strategies.
  - e. Phase III Training: Following the Phase II training, each Learner pair group will receive 2 two-hour follow up visits with the PFR Master Trainer to assist the Learners as they continue to implement PFR with more families on their caseloads. The follow up sessions will be in person or online (per Learner request) and involve the PFR Master Trainer viewing parent-child interaction videos with learners, discussing how to implement specific PFR curriculum with the unique caregiver/child dyads they are working with, and problem solving any area of PFR implementation that is concerning to the Learners.
2. PFR TRAIN-THE TRAINER level training: if a person has been trained at a PFR Learner level and if that person has passed PFR fidelity measures, s/he may apply to be considered for this training level. This TRAIN-THE-TRAINER level training is a pilot for 2015 and up to 2 Trainers will be accepted.
- a. The Trainer can be a single applicant from the Agency, but may be paired up with an Agency Trainer from a different agency for Phase I of the training (see below).
  - b. Phase I Training: Agency Trainers will meet weekly for six weeks online with their PFR Master Trainer to view and discuss caregiver-child observation videos to hone an Agency Trainer's observation skills in areas of attachment, parent's sensitivity and responsiveness to cues as well as other factors important to building a healthy and secure caregiver-child relationship. Agency Trainers will develop intervention goals for the dyad after viewing the videos and will practice which consultation strategies to use when giving feedback and which handouts would be most important for the dyad. During this six weeks, Agency Trainers will also read and discuss with their PFR Master Trainer articles on attachment, child development, reflective supervision, and other topics to help them learn how to support and train their own Learners once they are certified as a PFR Agency Trainer.
  - c. Phase II Training: During the next 3 months, Agency Trainers will implement PFR for 10 weeks visiting a caregiver/child dyad from his/her own site/caseload in the caregiver/child's home or designated location. The PFR Master Trainer will provide weekly in person mentoring for the first two home visits. The remaining sessions will be a combination of on-line or in person with a total of five in person home visits. The Agency Trainer will videotape him or herself for part or all of at least two of the home visits where the Master Trainer is not present. All sessions will include reflection on videos of the dyadic interactions and discussion about how to implement the PFR concepts and consultation strategies. Agency Trainers will also receive consultation around how to train their own future Learners using the PFR Learner training schedule.
  - d. Phase III Training: Following the Phase II training, each Agency Trainer will receive 2 two-hour follow up visits with the PFR Master Trainer to assist the Agency Trainer as s/he continues to implement PFR with more families and as s/he begins to train agency staff in the PFR Learner model. The follow up sessions will be in person or online (per Trainer request) and involve the

PFR Master Trainer viewing parent-child interaction videos with the Agency Trainer, discussing how to implement specific PFR curriculum with the unique caregiver/child dyads s/he is working with, problem solving any area of PFR implementation that the Agency Trainer wants further instruction in, and supporting the Agency Trainer as s/he beings to train Learners in her or his Agency.

#### Minimum Service Level

For the period January 12, 2015 - December 31, 2015, the Agency shall be engaged in accomplishing Part 2 - Description, D. Outputs and Activities either 1.a-e or 2.a-d.

### **PART 3 – COMPENSATION AND METHOD OF PAYMENT**

The Agency will be compensated monthly for the actual cost incurred based on the budget breakdown in Part 5, and not to exceed the actual contracted amount, which shall be a portion of the total amount stated in Part 1 for the contract period subject to the following conditions:

- A. Payment to the Agency may be withheld for any month for which the Agency has not met the minimum service level stated in Part 2. D. Outputs and Activities.1.a-e. or 2.a-d.
- B. All costs which are invoiced to PHSKC must be verified by appropriate documentation, i.e. time sheet records, canceled checks, payroll checks or signed and dated activity records. These documents will be maintained by the Agency for audit purposes.

### **PART 4 – REPORTING, MONITORING, AND EVALUATION REQUIREMENTS**

The Agency will maintain and make available to the County documentation demonstrating accomplishments of all contractual requirements. Such documentation may include, but is not limited to the following: (1) services/trainings/activities received, (2) date of services/trainings/activities, (3) # of hours, (4) names of participants, (5) evaluation of services, and (6) service logs.

#### **A. Monthly Invoices**

The Agency shall send monthly invoices within 10 working days after the end of each calendar month.

In the event the Agency does not meet the monthly reporting requirements or the reports are not accurate and/or complete, the following process will be observed in the event that the County withholds reimbursement pursuant to this provision:

- 1. The County will notify the Agency within 10 working days upon receipt of the monthly reporting requirements verbally and in writing of the errors and/or omissions in reporting and of the specific corrective action the Agency must take. The County will return the reports to the Agency for correction.
- 2. The County may withhold reimbursement due to the Agency for the month for which the reporting requirements have not been met.
- 3. When the Agency has taken the required corrective action, the County shall pay all withheld funds according to the County's routine schedule.
- 4. Quarterly reporting demographic data on families served during the learning phase

#### **B. Final Program Report**

The Agency shall submit a "Final Program Report" which will be included with the final (December, 2015) invoice. The Final Program Report shall include the following information:

1. Monthly Invoice
2. A two- to three-page narrative report addressing the extent to which the Outcomes, Outputs and Activities have been achieved to date and how your agency will continue to use PFR with your families. If your staff completed the TRAIN-THE TRAINER training, include your agency's plan to train other agency staff in PFR. Also, include an estimate of the number of families who have benefitted from PFR concepts and/or the full 10 week curriculum during this grant period.

C. Monitoring Requirements

The Agency shall cooperate with a scheduled site visit conducted to determine contract compliance and program assessment. Additional site visits for follow-up or verification of reports may be made.

D. Funding

Funding for the project is contingent on PHSKC receiving Veterans & Humans Services Levy revenue to cover the cost of the project.

Agencies that receive Levy funds must include a statement in all marketing tools including brochures and flyers that states, "This program received funding from the King County Veterans and Human Services Levy" along with the King County logo.

## PART 5 – BUDGET

All agencies submitting a proposal shall include an estimated budget in the following form with their proposal. *Keep in mind that PHSKC anticipates that the \$76,500 in available funding will be spread across multiple agencies.*

Training and material costs included in this grant: 2-day PFR Workshop (Not Applicable for TRAIN-THE-TRAINERS since they have attended previously, although new supervisors of Agency TRAIN-THE-TRAINER will need to attend this); BabyCues Cards and DVD; Social/Emotional Cards, and PFR Parent DVD. Every Learner selected for this grant will receive their own packet of materials (these items will be provided for Agency TRAIN-THE-TRAINERS who have not previously received these or need updated materials).

### January 12, 2015 – December 31, 2015

Staff Salary	\$
Project Expenses	\$ _____
TOTAL	\$

A. Acceptable project expenses include:

- Mileage at rate of Agency – not to exceed GSA standard rate.
- Audio/Visual equipment and supplies (not to exceed \$500/LEARNER or TRAINER)
- Parent stipends during training phase (\$150/family)
- Staff salary of TRAIN-THE Learner OR TRAIN-THE TRAINER training model calculated at 80 hours for the PFR training.
- Toys for play and teaching with participants (not to exceed \$75/LEARNER or TRAINER)
- Agency administrative costs

Any other expenses must be approved by the County prior to billing.



## PART 6 - TIME FRAME

A contract will be negotiated immediately with the successful applicant(s) that is/are selected via this RFP. The following timeframe represents the tentative schedule of the entire process, from RFP solicitation to project completion. **The dates listed here are subject to change.**

- |                          |                            |
|--------------------------|----------------------------|
| • RFP Issued             | October 13, 2014           |
| • Question Period Ends   | October 17, 2014           |
| • Proposals due to PHSKC | October 27, 2014           |
| • Evaluations Completed  | November 6, 2014           |
| • Oral Interviews        | November 12, 2014          |
| • Notice of Selection    | November 17, 2014          |
| • Contract Negotiations  | November 17-24, 2014       |
| • Contract Sent Out      | Mid- to late December 2014 |
| • Work to begin          | January 12, 2015           |
| • 2-day PFR Orientation  | January 12-13, 2015        |

## PART 7 - RATING CRITERIA

A technical evaluation committee will review all responsive proposals. This evaluation of the written proposals will have a possible maximum of 100 points. Points will be awarded based on how clearly and completely the applicant responds to the information requested in Part 8. Applicant(s) with the highest overall score will be offered contracts. If two or more proposals receive equivalent scores, PHSKC may, at its sole discretion, select the applicant whose proposal is in PHSKC's best interest and from the organization who PHSKC deems best able to carry out the scope of work described in the RFP.

If award(s) is/are not made based on the written evaluations alone, oral interviews may be conducted with the top-ranked submitters on November 12, 2014. King County reserves the right to conduct interviews with the highest ranked submitters. Oral interviews will have a possible maximum of 30 points and the written and interview scores will be combined to determine the highest-ranked agencies.

## PART 8 – SUBMITTAL FORMAT

Each applicant may only submit one proposal. Agencies interested in responding to this RFP must provide:

1. Completed and signed page 11 of this RFP.
2. A submitted letter (up to four pages in length) that includes a brief description of the Agency, target population served, programs provided, and the name of staff members who will participate in the training and whether the staff member desire the TRAIN-THE LEARNER training model or TRAIN-THE-TRAINER training model. Include how the agency and staff members meet the listed criteria below:

- Work for a non-profit human service agency in King County
- Education/experience in social work, psychology, early intervention, home visiting, or related fields
- Agency Learners or Agency Trainers must have two years of direct practice with clients/families/children birth to five and current role is at least 50% direct service to families.
- Strength-based philosophy working with families
- Willingness to recruit families to participate in training
- Past experience with client population of interest served by the applicant Agency
- Dedicated to improving services to families and children.
- Willingness to embrace “strength-based” model of service provision
- Desire to change and enhance one’s current practice
- Flexibility in scheduling. Administration able to provide unscheduled time to coordinate with fellow Agency Learner and Master PFR Trainer
  - Workshop: 16 hours
  - Phase I: 20 hours (3 hrs./week for 6 weeks)
  - Phase II: 40 hours (4 hrs./week for 10 weeks)
  - Phase III: 4 hours (2 hrs. x 2 follow-ups)
- Travel is required. Must have own car.

PLEASE NOTE: Agency Learners and one Agency supervisor must commit to attend the PFR 2-day orientation held on January 12-13, 2015, in Seattle. Additional criteria if applying for the TRAIN-THE-TRAINER level training:

- Agency Trainer must have previously taken the PFR Learner level training and passed fidelity.
- Agency commitment to provide time for the Agency Trainer to attend a monthly 2-hour Reflective Practice meeting following the training period. This group meeting is currently funded by this Levy grant but agencies have to provide on-going release time for their Trainer for this meeting.
- If the Agency Trainer has a new supervisor that has not attended the PFR 2-day orientation, the supervisor must commit to attend this 2-day orientation held on January 12 and 13, 2015, in Seattle.

**All materials should be received by 2:00 pm on October 27, 2014. Materials should be submitted in one email to: [jeffrey.brown@kingcounty.gov](mailto:jeffrey.brown@kingcounty.gov).**

## **PART 9 - INSURANCE**

The selected agencies shall furnish, at a minimum, Commercial General Liability, to include Products and Completed Operations, in the amount of \$1,000,000 combined single limit; \$2,000,000 aggregate. In addition, evidence of Workers' Compensation and Stop-Gap Employer's Liability for a limit of \$1,000,000 shall be provided. Also, the selected agencies shall provide Automobile Liability coverage in the amount of \$500,000.

**Such policy/policies shall endorse King County, and its appointed and elected officials, officers, agents and employees as additional insureds.**

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers. ***An insurance certificate will be required prior to signature of the contract by PHSKC.***

## **PART 10 - CRIMINAL/BACKGROUND CHECKS**

In addition to the insurance requirements listed in Part 9, the selected agencies will be required to conduct criminal/background checks on all of its staff members participating in the training.

## PART 11 - ACCEPTANCE OF POTENTIAL CONTRACT TERMS AND CONDITIONS

The selected agencies will be required to enter into a contract with King County, which will be initiated by the Department of Public Health. The department's standard contract terms and conditions are included in this RFP as Attachment A. ***In order to receive the contract award, respondents to this RFP must indicate their acceptance of the contract's terms and conditions by checking the following box and signing their name.*** These terms and conditions are subject to change prior to execution of the actual contract.

- ☐ I have read the potential contract terms and conditions (Attachment A) and do hereby accept them as presented. I understand that the actual contract will be sent subsequent to award for my signature.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Agency

**THIS PAGE MUST ACCOMPANY YOUR SUBMITTAL.**

## **KING COUNTY TERMS AND CONDITIONS**

### **1. Agreement Term and Termination**

- A. This Agreement shall commence on the Agreement Start Date and shall terminate on the Agreement End Date as specified on page 1 of this Agreement, unless extended or terminated earlier, pursuant to the terms and conditions of the Agreement.
- B. This Agreement may be terminated by the County or the Recipient without cause, in whole or in part, prior to the date specified in Subsection 1.A. above, by providing the other party thirty (30) days advance written notice of the termination. The Agreement may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection 1.A. above, by providing the Recipient thirty (30) days advance written notice of the suspension.
- C. The County may terminate or suspend this Agreement, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Recipient materially breaches any duty, obligation, or service required pursuant to this Agreement, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Agreement is terminated by the County pursuant to this Subsection 1.C. (1), the Recipient shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Recipient, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Recipient shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Recipient by the County.

- D. If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection 1.A., the County may, upon written notification to the Recipient, terminate or suspend this Agreement in whole or in part.

If the Agreement is terminated or suspended as provided in this Section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination or suspension; and (2) the Recipient shall be released from any obligation to provide such further services pursuant to the Agreement as are affected by the termination or suspension.

Funding or obligation under this Agreement beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Agreement. Should such appropriation not be approved, this Agreement will terminate at the close of the current appropriation year.

If the Agreement is suspended as provided in this Section the County may provide written authorization to resume activities.

- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other party.

### **2. Compensation and Method of Payment**

- A. The County shall reimburse the Recipient for satisfactory completion of the services and requirements specified in this Agreement, payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit, which complies with the attached Budget Exhibit.
- B. The Recipient shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 15 working days after the close of each indicated reporting period. The County shall make payment to the Recipient not more than 30 days after a complete and accurate invoice is received.
- C. The Recipient shall submit its final invoice and all outstanding reports within 30 days of the date this Agreement terminates. If the Recipient's final invoice and reports are not submitted

by the day specified in this subsection, the County will be relieved of all liability for payment to the Recipient of the amounts set forth in said invoice or any subsequent invoice.

- D. When a budget is attached hereto as an exhibit, the Recipient shall apply the funds received from the County under this Agreement in accordance with said budget. The Agreement may contain separate budgets for separate program components. The Recipient shall request prior approval from the County for an amendment to this Agreement when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Agreement amount in any Agreement budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. Changes between budget categories of 10% or less need not be incorporated by written amendment; however, the County must be informed immediately in writing of each such change.
- E. Should the Recipient not expend funds allocated under this Agreement, the County may recapture and reprogram any such under-expenditures unilaterally and without the need for further amendment of this Agreement. The County may unilaterally make changes to the funding source without the need for an amendment. The Recipient shall be notified in writing of any changes in the fund source; provided, however, that the total compensation allocated by the County through this Agreement does not change.
- F. If travel costs are contained in the attached budget, reimbursement of Recipient travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
  - 1. The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Recipient does not request government rates, the Recipient shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
  - 2. Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference <http://www.gsa.gov> for the current host city per diem rates.
  - 3. Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Recipient shall always request government rates.
  - 4. Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of a federal grant must be in accordance with the Fly America Act.

### **3. Internal Control and Accounting System**

The Recipient shall establish and maintain a system of accounting and internal controls which complies with generally accepted accounting principles promulgated by the Financial Accounting Standards Board (FASB), the Governmental Accounting Standards Board (GASB), or both as is applicable to the Recipient's form of incorporation.

### **4. Debarment and Suspension Certification**

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Recipient, by signature to this Agreement, certifies that the Recipient is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Recipient also agrees that it will not enter into a sub-agreement with a Recipient that is debarred, suspended, or proposed for debarment. The Recipient agrees to notify King County in the event it, or a sub-awardee, is debarred, suspended, or proposed for debarment by any Federal department or agency.

## **5. Maintenance of Records/Evaluations and Inspections**

- A. The Recipient shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Agreement funds and compliance with this Agreement.
- B. In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section 13. below, the Recipient shall maintain the following:
  - 1. Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Agreement; and
  - 2. Records, including written quotes, bids, estimates or proposals submitted to the Recipient by all businesses seeking to participate on this Agreement, and any other information necessary to document the actual use of and payments to sub-awardees and suppliers in this Agreement, including employment records.

The County may visit the site of the work and the Recipient's office to review the foregoing records. The Recipient shall provide every assistance requested by the County during such visits and make the foregoing records available to the County for inspection and copying upon request. The Recipient shall provide right of access to its facilities—including those of any sub-awardee assigned any portion of this Agreement pursuant to Section 12—to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Agreement. The County will give advance notice to the Recipient in the case of fiscal audits to be conducted by the County. The Recipient shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the Agreement documents. The Recipient shall inform the County in writing of the location, if different from the Recipient address listed on page one of this Agreement, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

- C. The records listed in A and B above shall be maintained for a period of six (6) years after termination of this Agreement. The records and documents with respect to all matters covered by this Agreement shall be subject at all time to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Agreement and six (6) years after termination hereof, unless a longer retention period is required by law.
- D. Medical records shall be maintained and preserved by the Recipient in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Recipient ceases operations under this Agreement, the Recipient shall be responsible for the disposition and maintenance of such medical records.
- E. The Recipient agrees to cooperate with the County or its agent in the evaluation of the Recipient's performance under this Agreement and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- F. The Recipient agrees that all information, records, and data collected in connection with this Agreement shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

## **6. Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Recipient shall not use protected health information created or shared under this Agreement in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Recipient shall read and certify compliance with all HIPAA requirements at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>

## **7. Audits**

- A. If the Recipient, for-profit or non-profit, receives in excess of \$100,000 in funds during its fiscal year from the County, it shall provide a fiscal year financial statement prepared by an independent Certified Public Accountant or Accounting Firm within six (6) months subsequent to the close of the Recipient's fiscal year.
- B. Additional audit or review requirements which may be imposed on the County will be passed on to the Recipient and the Recipient will be required to comply with any such requirements.

## **8. Corrective Action**

If the County determines that a breach of Agreement has occurred, that is, the Recipient has failed to comply with any terms or conditions of this Agreement or the Recipient has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Recipient in writing of the nature of the breach;  
The Recipient shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Agreement into compliance, which date shall not be more than ten (10) days from the date of the Recipient's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B. The County will notify the Recipient in writing of the County's determination as to the sufficiency of the Recipient's corrective action plan. The determination of sufficiency of the Recipient's corrective action plan shall be at the sole discretion of the County;
- C. In the event that the Recipient does not respond within the appropriate time with a corrective action plan, or the Recipient's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Agreement in whole or in part pursuant to Section 1.C.;
- D. In addition, the County may withhold any payment owed the Recipient or prohibit the Recipient from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- E. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section 1., Subsections B, C, D, and E.

## **9. Dispute Resolution**

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve the dispute under this section.

## **10. Hold Harmless and Indemnification**

- A. In providing services under this Agreement, the Recipient is an independent Recipient, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The Recipient shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes, by, or on behalf of the Recipient, its employees, and/or others by reason of this Agreement. The Recipient shall protect, indemnify, defend and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Recipient's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Recipient of work,

services, materials, or supplies by Recipient employees or other suppliers in connection with or support of the performance of this Agreement.

- B. The Recipient further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Agreement by the Recipient, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Agreement pursuant to the Term and Termination section.
- C. The Recipient shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Recipient, its officers, employees, sub-awardees and/or agents, in its performance and/or non-performance of its obligations under this Agreement. The Recipient agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the Recipient, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Recipient.
- D. The County shall protect, defend, indemnify, and save harmless the Recipient, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the sole negligent acts or omissions of the County, its officers, employees, and/or agents, in its performance and/or non-performance of its obligations under this Agreement. The County agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, the County, by mutual negotiation, hereby waives, as respects the Recipient only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the Recipient incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- E. Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- F. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.
- G. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

## **11. Insurance Requirements**

By the date of execution of this Agreement, the Recipient shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Recipient, its agents, representatives, employees, and/or sub-awardees. The costs of such insurance shall be paid by the Recipient or sub-awardee. The Recipient may furnish separate certificates of insurance and policy endorsements for each sub-awardee as evidence of compliance with the insurance requirements of this Agreement. The Recipient is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Recipient, its agents, employees, officers, sub-awardee, providers, and/or provider sub-awardees to comply with the insurance requirements stated herein shall constitute a material breach of this Agreement. Specific coverages and requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>;



Recipients shall read and provide required insurance documentation prior to the signing of this Agreement.

**12. Assignment/Sub-agreements**

- A. The Recipient shall not assign or sub-award any portion of this Agreement or transfer or assign any claim arising pursuant to this Agreement without the written consent of the County. Said consent must be sought in writing by the Recipient not less than fifteen (15) days prior to the date of any proposed assignment.
- B. "Sub-agreement" shall mean any agreement between the Recipient and a sub-awardee or between sub-awardees that is based on this Agreement, provided that the term "sub-awardee" does not include the purchase of (1) support services not related to the subject matter of this Agreement, or (2) supplies.
- C. The Recipient shall include Sections 2.D, 2.E., 3, 4, 5, 6, 9, 10, 12, 13, 14, 15, 16, 17, 23, 24, 25, and the Funder's Special Terms and Conditions, if attached, in every sub-agreement or purchase agreement for services that relate to the subject matter of this Agreement.
- D. The Recipient agrees to include the following language verbatim in every sub-agreement for services which relate to the subject matter of this Agreement:  
  
"Sub-awardee shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of sub-awardee, its officers, employees, and/or agents in connection with or in support of this Agreement. Sub-awardee expressly agrees and understands that King County is a third party beneficiary to this Agreement and shall have the right to bring an action against sub-awardee to enforce the provisions of this paragraph."

**13. Nondiscrimination and Equal Employment Opportunity**

The Recipient shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

During performance of the Agreement, the Recipient agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Recipient will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; Recipients shall read and certify compliance.

**14. Conflict of Interest**

- A. The Recipient agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this Agreement, and may result in termination of this Agreement pursuant to Section II and subject the Recipient to the remedies stated therein, or otherwise available to the County at law or in equity.
- B. The Recipient agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Recipient acknowledges that if it is found to have violated the prohibition found in this paragraph, its current Agreements with the county will be cancelled and it shall not be able to bid on any county Agreement for a period of two years.
- C. The Recipient acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in an agreement or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Recipient shall identify at the time of offer current or

former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Agreement. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Agreement. After Agreement award, the Recipient is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Agreement any time during the term of the Agreement.

**15. Equipment Purchase, Maintenance, and Ownership**

- A. The Recipient agrees that any equipment purchased, in whole or in part, with Agreement funds at a cost of \$5,000 per item or more, when the purchase of such equipment is reimbursable as an Agreement budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Recipient shall be responsible for all such property, including the proper care and maintenance of the equipment.
- B. The Recipient shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Agreement unless otherwise agreed upon by the parties.

**16. Proprietary Rights**

The parties to this Agreement hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The County agrees to and does hereby grant to the Recipient, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient which are modified for use in the performance of this Agreement.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Recipient that are not modified for use in the performance of this Agreement.

**17. Political Activity Prohibited**

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

**18. King County Recycled Product Procurement Policy**

In accordance with King County Code 18.20, the Recipient shall use recycled paper, and both sides of sheets of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

**19. Future Support**

The County makes no commitment to support the services awarded for herein and assumes no obligation for future support of the activity awarded herein except as expressly set forth in this Agreement.

**20. Entire Agreement/Waiver of Default**

The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

**21. Amendments**

Either party may request changes to this Agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement. Changes to the County's Agreement numbering system or fund source may be made unilaterally by the County and without the need for amendment of this Agreement. The Recipient shall be notified in writing of any changes in the Agreement number or fund source assigned by the County; provided, however, that the total compensation allocated by the County through this Agreement does not change.

**22. Notices**

Whenever this Agreement provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Recipient and the project representative of the County department specified on page one of this Agreement. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

**23. Services Provided in Accordance with Law and Rule and Regulation**

The Recipient and any sub-awardee agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Agreement, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Agreement, the language in the Agreement shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

**24. Applicable Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

**25. No Third Party Beneficiaries**

Except for the parties to whom this Agreement is assigned in compliance with the terms of this Agreement, there are no third party beneficiaries to this Agreement, and this Agreement shall not impart any rights enforceable by any person or entity that is not a party hereto.

**END OF COUNTY TERMS AND CONDITIONS**